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FROM: Elaine for James A. Staack

RE: Southwestern Bell Mobile Systems / # 97-31

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COMMENTS: per our conversation
Our Response to Comments and
attached First Amended
Complaint

RECEIVED**JAN 23 1998**

Before the
FEDERAL COMMUNICATIONS COMMISSION
 Washington, D.C. 20554

Federal Communications Commission
 Office of Secretary

In the matter of)
)
 Southwestern Bell Mobile Systems, Inc.)
)
 Petition for a Declaratory Ruling)
 Regarding the Just and Reasonable Nature of,)
 and State Law Challenges to, Rates Charged by)
 CMRS Providers When Charging for)
 Incoming Calls and Charging for Calls in)
 Whole-minute Increments)

File No. 97-31

To: The Commission

RESPONSE TO COMMENTS

Commentor is Plaintiff's counsel in a class action styled JAMES I. WHITE, JOHN BATAVICH, PERRY KRANIAS, REGINALD GAINES, and RALPH DELUISE, Representative Plaintiffs ("GTE Class Action Plaintiffs") v. GTE CORPORATION, GTE MOBILNET, INC., CONTEL CELLULAR, INC., CONTEL OF CALIFORNIA, INC., CONTEL FEDERAL SYSTEMS, INC., GTE TELECOMMUNICATIONS, INC., GTE MOBIL COMMUNICATIONS, INC., GTE MOBIL COMMUNICATIONS INTERNATIONAL, INC., GTE MOBILNET OF THE SOUTH, INC., GTE MOBILNET OF TAMPA, INC., GTE MOBILNET SALES CORP., GTE MOBILNET SERVICE CORP., and any and all other subsidiaries and affiliates of GTE MOBILNET SERVICE CORP. (collectively "GTE"), brought in the United States District Court for the Middle District of Florida, Case No.97-1859-CIV-T-26C, ("GTE Class Action"). Commentor files this response to the comments of the various CMRS Providers, and strongly recommends that the Petition be denied.

Commentor joins in the comments filed by Richard Paletta, counsel to Catherine McKay, Lucretia Spencer and Anthony Penrod, Representative Plaintiffs in a class action asserted against Southwestern Bell Mobile Systems, Inc. and Twin Telecom, Inc., currently pending in the Circuit Court for the Third Judicial Circuit, Madison County, Illinois, Case No. 96-L-132. Commentor also joins in the objections and comments filed by Jill Ann Smilow, plaintiff in the class action Smilow v. Southwestern Bell Mobile Systems, Inc., DV 97-cv-10307-REK (D. Mass.). In addition thereto, Commentor submits the following:

The Petition and the Comments thereto Mischaracterizes and Obscures the Unfair and Deceptive Trade Practice Issues Involved in the Various Actions brought against CMRS Providers, including the GTE Class Action.

The Petition and the Comments insist that suits brought against CMRS providers are preempted by §332(c)(3) of the Communications Act, in so far as they constitute attempts to regulate the rates of such providers. In the GTE Class Action, the Plaintiffs have not asserted that the *rates themselves* are unjust and unreasonable, rather they have asserted that GTE failed to disclose or otherwise concealed the true *nature* of their billing practice to consumers, and as such constitute an unfair and deceptive practice under §201(b) of the Communications Act. The pertinent factual allegations found in the GTE Class Action First Amended Complaint (a complete copy is attached hereto as Exhibit "A") are as follows:

21. At no time did GTE inform Plaintiffs that they would be billed to the "next minute" or that airtime begins with pushing the "send" button.
22. Plaintiffs and class members were reasonably induced into contracts for cellular services by GTE with promises of free airtime. However, by virtue of the "next minute" billing practice, Plaintiffs and class members did not receive the exact amount of free airtime promised.

23. The regular monthly bills provided to Plaintiffs and GTE's cellular phone customers do not disclose or explain to the consumer GTE's practice of rounding up to the "next minute" or that airtime begins with pushing the "send" button. Please see the Sample Billings attached as Composite Exhibit "A".
24. Plaintiffs and similarly situated GTE cellular phone service customers entered into certain contracts for said cellular service. Nowhere in said contracts is a description or disclosure provided as to GTE's "next minute" and "airtime" billing practice. A copy of a Representative Plaintiff's contract is attached hereto as Exhibit "B" and made a part hereof.
25. The parties to the contracts are (i) GTE MOBILNET SERVICES CORP. (and any and all other subsidiaries and affiliates of GTE MOBILNET SERVICES CORPORATION) and (ii) Plaintiffs and class members.
26. Over time, based upon the deceptive nature of GTE's cellular monthly billing practices, Plaintiffs and GTE cellular customers similarly situated have paid for airtime well in excess of actual airtime used.

As can be seen clearly above, the GTE Class Action does not allege that GTE's rates are unjust or unreasonable, rather the basis of the complaint is the deceptive manner in which "next minute" charges for airtime are concealed from consumers. The Petitioners and those in support of the Petition are attempting to get a declaratory ruling that may be improperly used in the various lawsuits to effectuate unjustified dismissals, or to be used as evidence of no wrongdoing.

It should be further noted that the GTE Class Action is a federal suit, primarily brought pursuant to 28 U.S.C. 1331 (Federal Question), 47 U.S.C. 201(B) (The Communications Act), 18 U.S.C. 1341 (Mail Fraud), and 18 U.S.C. 1961 et seq. (RICO). The GTE Class Action arises under the laws of the United States, and the United States District Court has jurisdiction over Florida state claims under the principles of pendent jurisdiction. The state claims asserted all relate to GTE's unfair and deceptive trade practices, and have nothing to do with the actual rates set by GTE. CMRS providers are not and could not be subject to various rate standards as a result of the GTE Class

Action and similar state and federal suits against other CMRS providers in other areas of the country, as argued in the various comments to the Petition, because the Plaintiffs in said causes have not requested a judicial determination of the justness or fairness of the chosen rates, rather they seek that the deceptive practices of those CMRS providers be enjoined and that consumers be justly compensated. In other words, consumers are asking to be fully informed of the "next minute" billing practice, and have not complained that the rates themselves are too high or unfair.

An argument made by many of the CMRS Providers that market forces should decide rates charged by said providers is another "red herring". Market forces certainly will cause consumers to eventually select a CMRS provider that they believe treats them fairly. The fact that new CMRS providers have entered the marketplace offering "real-time" billing indicates that the public finds "next minute" charges to be of lesser value. However, the CMRS providers have conveniently left out an important dynamic with the consumer -- most CMRS providers require the consumer to enter into a contract for a specified term. In fact, when the consumer discovers they were deceived as to the nature of the billing, they typically cannot terminate the service without penalty, and will generally choose to continue the service. Only when the contract expires does the consumer have a free choice to contract with another CMRS provider whose billing practice fits his or her needs or budget, assuming full disclosure. The fact that other CMRS providers exist that offer different billing options does not address the fact that some still deceive consumers, and once deceived, the consumer may be bound by the deception for the term of the contract. "Market forces" is a legitimate mechanism to control prices and billing practices, only if consumers know what they are purchasing. Although consumers have recently been presented with a choice of billing practices, many CMRS providers still utilize unfair and deceptive practices, i.e. concealing from the consumer

they will be charged and billed to the "next minute", in inducing consumers into contracts for cellular telephone service.

It is particularly interesting to note the clever usage of the term "Whole-Minute" intervals in the Petition and in the comments supporting the Petition. "Whole-Minute" intervals suggest simple "rounding" to the *nearest* whole minute, such as when a call lasts 1 minute and 31 seconds, and the consumer is billed for 2 minutes. However, the billing practice under scrutiny is the failing to disclose to the consumer they will be charged to the "next-minute", as when a call lasts 1 minute and 1 second, but the consumer is billed for 2 minutes. The Petitioners and the commentators in support thereof obviously avoid the term "next-minute" intervals because they know the failure to disclose such to consumers is clearly unfair and deceptive. Because of the "next minute" billing practice, promises of a specific amount of "free airtime" as an inducement into contracts for service, are inherently deceptive, because it becomes nearly impossible to use all the free airtime promised. CMRS providers clearly know this, and they intentionally avoid the use of "next minute" charges to deceive the public and the Commission.

Other commentators indicate that per-second billing would not and does not benefit consumers, because CMRS providers can simply adjust their per-second charges, and consumers will be subject to being charged the same or more than if billed in minute increments. Once again, the issue is not the rate chosen by CMRS providers, but that consumers who are not fully informed of the method of billing cannot exercise a proper decision in selecting the appropriate CMRS provider for their needs. A completely informed consumer can educatedly decide how he wants to spend his or her money, and determine what provides him or her the best value. The CMRS industry insists that you treat this subject matter as a rate issue, even though it is abundantly clear the real issue is, for most

CMRS providers, their failure to adequately disclose their "next minute" billing practice. Assuming full disclosure by each CMRS provider, a consumer can decide to pay a higher rate for per-second billing because he may find that a greater *value* than being billed in minute increments.

Regarding other issues raised in the comments to the Petition, Commentor incorporates by reference: (i) the comments and arguments of Richard Paletta, counsel to Catherine McKay, Lucretia Spencer and Anthony Penrod, Representative Plaintiffs in a class action asserted against Southwestern Bell Mobile Systems, Inc. And Twin Telecom, Inc., currently pending in the Circuit Court for the Third Judicial Circuit, Madison County, Illinois, Case No. 96-L-132; and (ii) the objections and comments filed by Jill Ann Smilow, plaintiff in the class action Smilow v. Southwestern Bell Mobile Systems, Inc., DV 97-cv-10307-REK (D. Mass.).

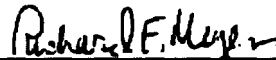
Respectfully submitted,



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Response to Comments, with the attached First Amended Complaint, was furnished to Yanic Thomas, Policy and Rules Branch, Commercial Wireless Division, Wireless Telecommunications Bureau, Seventh Floor, 2100 M Street NW Washington, DC 20554, this 22 day of January, 1998.



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IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

JAMES J. WHITE, JOHN BATAVICH,
PERRY KRANIAS, REGINALD GAINES,
and RALPH DELOUISE,

Representative Plaintiffs,

vs.

Case No. 97-1859-CIV-T-99C

GTE CORPORATION,
GTE MOBILNET, INC., CONTEL
CELLULAR, INC., CONTEL OF
CALIFORNIA, INC., CONTEL
FEDERAL SYSTEMS, INC., GTE
TELECOMMUNICATIONS, INC.,
GTE MOBILE COMMUNICATIONS, INC.,
GTE MOBILE COMMUNICATIONS
INTERNATIONAL, INC., GTE MOBILNET
OF THE SOUTH, INC., GTE MOBILNET
OF TAMPA, INC., GTE MOBILNET SALES
CORP., GTE MOBILNET SERVICE
CORP., and any and all other subsidiaries
and affiliates of GTE MOBILNET SERVICE
CORP.,

**CLASS ACTION COMPLAINT;
DEMAND FOR JURY TRIAL**

Defendants.

FIRST AMENDED COMPLAINT

The named Representative Plaintiffs, JAMES J. WHITE, JOHN BATAVICH, PERRY KRANIAS, REGINALD GAINES, and RALPH DELOUISE (hereinafter referred to as "Plaintiffs"), on their own behalf and behalf of all others similarly situated, sue the Defendants, GTE CORPORATION, GTE MOBILNET, INC., CONTEL CELLULAR, INC., CONTEL OF CALIFORNIA, INC., CONTEL FEDERAL SYSTEMS, INC., GTE TELECOMMUNICATIONS,

INC., GTE MOBILE COMMUNICATIONS, INC., GTE MOBILE COMMUNICATIONS INTERNATIONAL, INC., GTE MOBILNET OF THE SOUTH, INC., GTE MOBILNET OF TAMPA, INC., GTE MOBILNET SALES CORP., GTE MOBILNET SERVICE CORP. and any and all other subsidiaries and affiliates of GTE MOBILNET SERVICE CORP. (hereinafter collectively referred to as "GTE"), and allege:

PARTIES

1. This action is brought by Plaintiffs as a class action, on their own behalf and on behalf of all others similarly situated, under the provisions of Rule 23, Federal Rules of Civil Procedure.

2. Representative Plaintiffs are citizens of the United States, and are residents of the State of Florida. Members of the class are residents throughout much of the United States.

3. At all times material hereto, GTE CORPORATION is a New York corporation engaged in, among other things, providing, among other services, cellular telephone communication services throughout the United States either directly or indirectly through its subsidiaries and affiliates. GTE CORPORATION is the parent corporation of or is otherwise affiliated with all other Defendants named herein.

4. At all times material hereto, GTE MOBILNET, INC. is a Delaware corporation engaged in providing cellular telephone communication services throughout the United States either directly or indirectly through its subsidiaries and affiliates.

5. At all times material hereto, CONTEL CELLULAR, INC. is a Delaware corporation engaged in providing cellular telephone communication services throughout the United States either directly or indirectly through its subsidiaries and affiliates.

6. At all times material hereto, CONTEL OF CALIFORNIA, INC. is a California corporation engaged in providing cellular telephone communication services in California and throughout the United States either directly or indirectly through its subsidiaries and affiliates.

7. At all times material hereto, CONTEL FEDERAL SYSTEMS, INC. is a Delaware corporation engaged in providing cellular telephone communication services throughout the United States either directly or indirectly through its subsidiaries and affiliates.

8. At all times material hereto, GTE TELECOMMUNICATIONS, INC. is a Delaware corporation engaged in providing cellular telephone communication services throughout the United States either directly or indirectly through its subsidiaries and affiliates.

9. At all times material hereto, GTE MOBILE COMMUNICATIONS, INC. is a Delaware corporation engaged in providing cellular telephone communication services throughout the United States either directly or indirectly through its subsidiaries and affiliates.

10. At all times material hereto, GTE MOBILE COMMUNICATIONS INTERNATIONAL, INC. is a Delaware corporation engaged in providing cellular telephone communication services throughout the United States and the world either directly or indirectly through its subsidiaries and affiliates.

11. At all times material hereto, GTE MOBILNET OF THE SOUTH, INC. is an Alabama corporation engaged in providing cellular telephone communication services throughout the United States either directly or indirectly through its subsidiaries and affiliates, and is duly authorized to conduct business in the State of Florida.

12. At all times material hereto, GTE MOBILNET OF TAMPA, INC. is a Delaware corporation engaged in providing cellular telephone communication services throughout the United

States either directly or indirectly through its subsidiaries and affiliates, and is duly authorized to conduct business in the State of Florida.

13. At all times material hereto, GTE MOBILNET SALES CORP. is a Delaware corporation engaged in providing cellular telephone communication services throughout the United States either directly or indirectly through its subsidiaries and affiliates, and is duly authorized to conduct business in the State of Florida.

14. At all times material hereto, GTE MOBILNET SERVICE CORP. is a Delaware corporation engaged in providing cellular telephone communication services throughout the United States either directly or indirectly through its subsidiaries and affiliates, and is duly authorized to conduct business in the State of Florida.

JURISDICTION AND VENUE

15. This Court has subject matter jurisdiction pursuant to 28 U.S.C. 1331 (Federal Question), 47 U.S.C. 201(B) (The Communications Act), 18 U.S.C. 1341 (Mail Fraud), and 18 U.S.C. 1961 et seq. (RICO). This civil action arises under the laws of the United States, and this court has jurisdiction over Florida state claims under the principles of pendent jurisdiction.

16. At all times material hereto, Defendant(s) have transacted and done business within the Middle District of Florida. The causes of action alleged herein arose in substantial part within the Middle District of Florida. Venue is therefor proper under 28 U.S.C. 1391(b) and (c).

GENERAL ALLEGATIONS

17. At all times material hereto, Plaintiffs and class members were customers of GTE, obtained cellular telephonic services through GTE, were billed monthly for said services and paid monthly for said services, a copy of certain representative billings being attached as Composite

Exhibit "A" to this complaint, and by this reference incorporated herein as "Sample Billings".

18. As evidenced in the Sample Billings, Plaintiffs were billed by GTE for airtime in one-minute increments.

19. At all times material hereto, GTE records the duration of all calls ("airtime") made and received by its cellular phone customers and, on information and belief, GTE's equipment and computers are fully capable of and, in fact, do record airtime either to the second or a fraction thereof, yet, its monthly billings show all calls as having a duration of whole minutes, without fractions.

20. At all times material hereto, it is and has been GTE's policy to charge and bill for airtime to the "next minute" and to include as airtime all time elapsing after the customer pushes the "send" button on his or her phone to initiate a call. For example, when a call that lasts 1 minute and 1 second (including all dead time and ringing time which follows pushing the "send" button), the airtime is rounded up to the next full minute and Plaintiffs and all GTE cellular customers similarly situated are charged and billed for a 2 minute call.

21. At no time did GTE inform Plaintiffs that they would be billed to the "next minute" or that airtime begins with pushing the "send" button.

22. Plaintiffs and class members were reasonably induced into contracts for cellular services by GTE with promises of free airtime. However, by virtue of the "next minute" billing practice, Plaintiffs and class members did not receive the exact amount of free airtime promised.

23. The regular monthly bills provided to Plaintiffs and GTE's cellular phone customers do not disclose or explain to the consumer GTE's practice of rounding up to the "next minute" or that airtime begins with pushing the "send" button. Please see the Sample Billings attached as

Composite Exhibit "A".

24. Plaintiffs and similarly situated GTE cellular phone service customers entered into certain contracts for said cellular service. Nowhere in said contracts is a description or disclosure provided as to GTE's "next minute" and "airtime" billing practice. A copy of a Representative Plaintiff's contract is attached hereto as Exhibit "B" and made a part hereof.

25. The parties to the contracts are (i) GTE MOBILNET SERVICES CORP. (and any and all other subsidiaries and affiliates of GTE MOBILNET SERVICES CORPORATION) and (ii) Plaintiffs and class members.

26. Over time, based upon the deceptive nature of GTE's cellular monthly billing practices, Plaintiffs and GTE cellular customers similarly situated have paid for airtime well in excess of actual airtime used.

CLASS REPRESENTATION ALLEGATIONS

27. This action is brought by Plaintiffs as a class action on their own behalf and on behalf of all others similarly situated under the provisions of F.R.C.P 23.

28. Members of the class are all those GTE cellular phone service customers, past or present, who have used airtime, been charged and billed for airtime, and have paid for airtime.

29. Because of GTE's concealment of the nature of the "next minute" billing practice, members of the class have paid sums over time which greatly exceed actual airtime use.

30. The exact number of members of the class as identified and described above is not known, but it is estimated, by virtue of information circulated by GTE to the general public, that GTE provides cellular telephone services to more than Three Million (3,000,000) customers nationwide. The members of the class are so numerous that joinder of the individual class members

herein is impracticable.

31. There are common questions of law and fact in the actions that relate to and affect the rights of each member of the class that predominate over any individual issues, and the relief sought is common to the members within the entire class.

32. The claims advanced by the Plaintiffs are typical of the claims of each member of the proposed class in that the Plaintiffs are GTE cellular telephone service customers.

33. The Plaintiffs will fairly and adequately protect and represent the interest of each member of the proposed class, seek recovery on their own behalf and on behalf of all the similarly situated members of the class, and the Plaintiffs agree to act as class representatives. Additionally, Plaintiffs are committed to protect vigorously the rights of the class and will do so fairly and adequately.

34. Prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for GTE, or adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

35. GTE has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole, or the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

36. If the present action is not certified as a class action, there is a risk that GTE will continue to charge members to the "next minute" for airtime on its monthly billing statements in an unlawful and improper manner. Further, adjudication concerning any individual of the class as defined herein would, as a practical matter, be determinative of the interest of the class members who are not parties to the adjudication, or would substantially impair or impede the ability of other members of the class who are not parties to this suit to protect their interests.

37. It is desirable to concentrate the litigation of all claims of the Plaintiffs and the members of the class in this forum.

38. Potential class management difficulties are insignificant when weighed against the impossibility of affording adequate relief to the Plaintiffs and members of the class through separate actions.

WHEREFORE, the Plaintiffs move this Honorable Court to certify the above identified class and determine said Plaintiffs to be adequate representatives of the class in this cause.

COUNT I
RICO / MAIL FRAUD

39. The Plaintiffs and class members reallege and incorporate herein paragraphs 1 through 26 above, as if recited in full.

40. GTE is an enterprise engaged in and the activities of which affect interstate commerce, to wit: GTE MOBILNET, INC., CONTEL CELLULAR, INC., CONTEL OF CALIFORNIA, INC., CONTEL FEDERAL SYSTEMS, INC., GTE TELECOMMUNICATIONS, INC., GTE MOBILE COMMUNICATIONS, INC., GTE MOBILE COMMUNICATIONS INTERNATIONAL, INC., GTE MOBILNET OF THE SOUTH, INC., GTE MOBILNET OF

TAMPA, INC., GTE MOBILNET SALES CORPORATION, and GTE MOBILNET SERVICES CORPORATION a group of subsidiaries and affiliates of GTE CORPORATION associated in fact to contract with consumers to provide cellular telephone communication services throughout the United States and Florida, to provide and bill for cellular telephone communication services throughout the United States and Florida, and to provide general customer service to their customers.

41. GTE, collectively, is an enterprise that has received income derived, directly or indirectly, from a pattern of racketeering activity which was used to acquire an interest in said enterprise in violation of 18 U.S.C. § 1962.

42. The series of predicate acts of GTE which constitute this pattern of racketeering are:

a. Using the United States Postal Service ("U.S. Mail") during the course of entering into contracts with Plaintiffs and class members, knowing such contracts are deceptive and fraudulent as to the manner in which GTE will charge and bill for airtime;

b. Using the U.S. Mail to send bills or invoices for airtime, which by virtue of the "next minute" billing practice are, in all instances, fraudulently inflated, knowing the Plaintiffs and class members will accept and rely on such bill as accurately reflecting the airtime used by them.

c. Using the U.S. Mail to collect payments for cellular phone airtime wrongfully and fraudulently elicited from Plaintiffs and class members by virtue of GTE's deceptive billing practices.

43. These series of acts of racketeering, occurring within ten years of one another, constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961.

44. Plaintiffs and class members were injured by reason of this violation of 18 U.S.C. § 1962, in that, as a direct and proximate result of GTE's complained of acts, Plaintiffs and class

members suffered damages, including, but not limited to, an amount equivalent to all money paid for airtime billed but not actually used.

45. By reason of GTE's violation of 18 U.S.C. § 1962, Plaintiffs and class members are entitled, pursuant to 18 U.S.C. § 1964, to threefold the damages sustained, with interest, and reasonable attorneys fees in connection herewith.

WHEREFORE, Plaintiffs and class members pray for judgment against all Defendants and each of them, as follows:

- a. For threefold the damages actually sustained and the costs of suit, including reasonable attorneys' fees, pursuant to 18 U.S.C. § 1964 with interest thereon;
- b. For such other and further relief as the Court may deem appropriate pursuant to 18 U.S.C. § 1964; and
- c. For such other and further relief as the Court may deem appropriate and just under the circumstances.

COUNT II
VIOLATION OF 47 U.S.C. 201(b)

46. The Plaintiffs and class members reallege and incorporate herein paragraphs 1 through 26 above, as if recited in full.

47. This is an action for damages for violation of 47 U.S.C. 201(b), and brought pursuant to 47 U.S.C. 207.

48. The practice of charging for airtime to the "next minute" is unjust and unreasonable, and therefore unlawful, under the provisions of 47 U.S.C. 201(b).

49. Pursuant to 47 U.S.C. 206, GTE is liable to Plaintiffs and class members for the full

amount of damages sustained by the violation of 47 U.S.C. 201(b), together with reasonable attorney's fees, to be fixed by the court, which shall be taxed and collected as part of the costs in this case.

WHEREFORE, Plaintiffs and class members request that the conduct of GTE as set forth in Count II above be adjudged unlawful under 47 U.S.C. 201(b), for attorney's fees and costs of this action and for such other and further relief as the Court may deem just and appropriate under the circumstances.

COUNT III **INJUNCTION**

50. The Plaintiffs and class members reallege and incorporate herein paragraphs 1 through 26 above, as if recited in full.

51. This is an action for injunctive relief.

52. GTE has collected and continues to collect money pursuant to their deceptive "next minute" billing practice, and is against public policy and otherwise unfair and inequitable, especially in view of the potential for excessive billing on an ongoing monthly basis.

53. Each month, Plaintiffs and class members continue to be billed and pay for "next minute" charges, and hence Plaintiffs and class members have paid or are paying for airtime not used. The Plaintiffs and class members are in immediate and imminent danger of irreparable injury by being so billed with the next monthly billing cycle and beyond.

54. The Plaintiffs and class members have no adequate remedy at law.

WHEREFORE, Plaintiffs and class members request that the conduct of GTE as set forth in Count III above be adjudged as placing Plaintiffs and class members in immediate and imminent

danger of irreparable injury, that the Court enter an order permanently enjoining and restraining GTE from charging and collecting money under their "next minute" billing practice, for costs of this action and for such other and further relief as the Court may deem just and appropriate.

COUNT IV
RESCISSION OF CONTRACT BASED UPON FRAUD

55. The Plaintiffs and class members reallege and incorporate herein paragraphs 1 through 26 above, as if recited in full.

56. This is an action in equity for rescission of contract based upon fraud.

57. The agreement to pay for monthly cellular telephone services including airtime is a contract, or at the very least, a quasi-contract, and requires both parties to have knowledge of how airtime is billed.

58. GTE knowingly, intentionally, unlawfully, and fraudulently induced Plaintiffs and class members to enter into contracts for cellular telephone services when it knew it had not disclosed the true nature of their "next minute" billing practice.

59. GTE knowingly, intentionally, unlawfully, and fraudulently induced Plaintiffs and class members to enter into contracts for cellular telephone services when it knew that their airtime "next minute" billing practice was concealed and caused excessive charges to Plaintiffs and class members.

60. Plaintiffs and class members reasonably relied upon the monthly billing statements generated by GTE in making monthly payments.

61. Plaintiffs and class members relied and continue to rely to their detriment by making regular monthly payments to GTE which include "next minute" charges, and have paid for airtime

well in excess of actual airtime used.

62. Plaintiffs and class members can be placed in the positions they were in prior to entering into the purported "contracts" by the refund of monies collected by GTE for "next minute" charges.

63. Plaintiffs and class members have satisfied all conditions precedent to the bringing of this cause of action.

64. The Plaintiffs and class members have no adequate remedy at law.

WHEREFORE, Plaintiffs and class members pray that the conduct of GTE as set forth in Count IV be adjudged intentional and fraudulent, that the Plaintiffs and class members reasonably relied upon that conduct, that the conduct induced the Plaintiffs and class members into the purported contracts for cellular telephone airtime service, that the parties can be placed in the position they enjoyed prior to entering into the purported contracts, and that the Court enter an order granting Plaintiffs and class members rescission of the purported contracts, and directing GTE to refund to Plaintiffs and class members all sums necessary to place them in the position they would have enjoyed but for the said contracts, including prejudgment interest, for costs of this action and for such other and further relief as the Court may deem just under the circumstances.

COUNT V
RESCISSION OF CONTRACT BASED UPON UNILATERAL MISTAKE

65. The Plaintiffs and class members reallege and incorporate herein paragraphs 1 through 26 above, as if recited in full.

66. This is an action in equity for rescission based upon unilateral mistake.

67. The agreement to pay for monthly cellular telephone services including airtime is a

contract, or at the very least, a quasi-contract, and requires both parties to have knowledge of how airtime is billed.

68. Plaintiffs and class members were unaware that their airtime billing charges were excessive, and were unaware of the nature and extent of the airtime billing charges that appear on the monthly billing statements.

69. Plaintiffs and class members' lack of knowledge relates to a material or substantial portion of the contract for cellular telephone service, and as such, constitutes a unilateral mistake.

70. Said unilateral mistake is not the result of a lack of due care on the part of the Plaintiffs and class members.

71. GTE has not relied on the said mistake to its detriment.

72. Plaintiffs and class members can be placed in the positions they were in prior to entering into the purported "contracts" by the refund of monies collected by GTE for "next minute" charges.

73. Plaintiffs and class members have satisfied all conditions precedent to the bringing of this cause of action.

74. The Plaintiffs and class members have no adequate remedy at law.

WHEREFORE, Plaintiffs and class members pray that the conduct of GTE as set forth in Count V be adjudged as creating a unilateral mistake on the part of the Plaintiffs and class members, that such mistake was not the result of a lack of due care by Plaintiffs and class members, that the parties can be placed in the position they enjoyed prior to entering into the purported contracts for cellular telephone service, and that the Court enter an order granting Plaintiffs and class members rescission of the purported contracts, and directing GTE to refund to Plaintiffs and class members

all sums necessary to place them in the position they would have enjoyed but for said contracts, including prejudgment interest, for costs of this action and for such other and further relief as the Court may deem just under the circumstances.

COUNT VI
RESCISSION OF CONTRACT BASED UPON FAILURE OF CONSIDERATION

75. The Plaintiffs and class members reallege and incorporate herein paragraphs 1 through 26 above, as if recited in full.

76. This is an action in equity for rescission based upon failure of consideration.

77. The agreement to pay for monthly cellular telephone services including airtime is a contract, or at the very least, a quasi-contract, and requires both parties to have knowledge of how airtime is billed.

78. Pursuant the contracts, Plaintiffs and class members have paid for airtime that has not been used by Plaintiffs and class members, and consequently GTE has received payment without providing consideration therefor. Charging for airtime without the Plaintiffs or class members using such airtime demonstrates the absence of consideration for the cellular telephone service.

79. Plaintiffs and class members can be placed in the positions they were in prior to entering into the purported "contracts" by the refund of monies collected by GTE for "next minute" charges.

80. Plaintiffs and class members have satisfied all conditions precedent to the bringing of this cause of action.

81. The Plaintiffs and class members have no adequate remedy at law.

WHEREFORE, Plaintiffs and class members pray that as to Count VI the charges for airtime

of statements or invoices for services not used by Plaintiffs and class members.

86. Plaintiffs and class members have absolutely no bargaining power and the terms of the purported contracts are unilaterally, arbitrarily and unconscionably determined by GTE and are forced upon them by GTE for unlimited time periods.

87. Plaintiffs and class members can be placed in the positions they were in prior to entering into the purported "contracts" by the refund of monies collected by GTE for "next minute" charges.

88. Plaintiffs and class members have satisfied all conditions precedent to the bringing of this cause of action.

89. The Plaintiffs and class members have no adequate remedy at law.

WHEREFORE, Plaintiffs and class members pray that as to Count VII the conduct of GTE be deemed unconscionable such that the contracts are null and void, that the parties can be placed in the position they enjoyed prior to entering into the purported contracts for cellular telephone service, and that the Court enter an order granting Plaintiffs and class members rescission of the purported contracts, and directing GTE to refund to Plaintiffs and class members all sums necessary to place them in the position they would have enjoyed but for said contracts, including prejudgment interest, for costs of this action and for such other and further relief as the Court may deem just under the circumstances.

COUNT VIII
MONEY HAD AND RECEIVED

90. The Plaintiffs and class members reallege and incorporate herein paragraphs 1 through 26 above, as if recited in full.

91. This is an action for damages that exceed \$50,000.00.

92. GTE has had and received money which, in justice and fairness, should be refunded and paid over to Plaintiffs and class members.

93. Through its deceptive billing practices, exclusion of essential contract terms, misleading representations or statements, and its threat to terminate Plaintiffs's and class members' service if its monthly cellular telephone service bills were not paid in full, GTE has used and abused its position relative to Plaintiffs and class members to extract excessive, unlawful and improper charges.

94. Because the "next minute" billing practice is not identified clearly on Plaintiffs' and class members' monthly cellular telephone service bills, the excessive charges are not reasonably discoverable.

95. As a result, GTE has had and received money from Plaintiffs and class members as payments for airtime not used that, in justice and fairness, should be refunded and paid over to Plaintiffs and class members, in an amount to be proven at trial, plus prejudgment interest.

WHEREFORE, Plaintiffs and class members pray that the conduct of GTE as set forth in Count VIII be adjudged unlawful, and that the Court enter judgment for Plaintiffs and class members entitling them to a refund of all amounts paid over to GTE for airtime billed but not used, in an amount to be proven at trial, prejudgment interest, for costs of this action, and for such other and further relief as the Court may deem just and appropriate under the circumstances.

COUNT IX
RESTITUTION OF MONEYS PAID UNDER VOID OR VOIDABLE CONTRACTS

96. The Plaintiffs and class members reallege and incorporate herein paragraphs 1

through 26 above, as if recited in full.

97. This is an action for damages that exceed \$50,000.00.

98. GTE has never formed enforceable contracts entitling it to collect airtime charges for airtime not used.

99. GTE did not communicate to Plaintiffs and class members a definite and certain contract offer containing essential contract terms regarding billing practices.

100. Because GTE's "next minute" billing practice results in excessive charges, and because such billing practice is not identified clearly on Plaintiffs' and class members' monthly cellular telephone bills, discovery of this charge is not reasonably possible. GTE has concealed the nature of its billing practice and has threatened to terminate service if its bill was not paid in full.

101. Based upon the foregoing, Plaintiffs and class members are entitled to a ruling that all of GTE's purported contracts for airtime usage in the United States are void *ab initio* or voidable, and consequently are also entitled to restitution of all charges paid by them for airtime not used, plus prejudgment interest.

WHEREFORE, Plaintiffs and class members pray that the conduct of GTE as set forth in Count IX be adjudged insufficient to communicate valid offers, insufficient to form binding contracts, that the contracts purportedly formed pursuant to such offers be declared void or voidable, and that the Court enter judgment for Plaintiffs and class members for the recovery of all amounts paid to GTE for airtime billed but not used, prejudgment interest, for costs of this action and for such other and further relief as the Court may deem just and appropriate under the circumstances.

COUNT X
VIOLATION OF FLORIDA'S UNFAIR AND DECEPTIVE TRADE PRACTICES ACT

102. The Plaintiffs and class members reallege and incorporate herein paragraphs 1 through 26 above, as if recited in full.

103. This is an action for damages which exceed \$50,000.00 pursuant to Fla. Stat. §501.201, et. seq., Florida Unfair Deceptive Trade Practices Act.

104. Plaintiffs and class members are "consumers" as defined in Fla. Stat. §501.203(7).

105. The providing of cellular telephone services by GTE constitutes a "trade or commerce" under Fla. Stat. §501.203(8).

106. The actions of GTE in charging for "next minute" airtime without adequately disclosing nature of same constitutes an unfair method of competition, unconscionable acts or practices, and/or unfair or deceptive acts or practices in the conduct of any trade or commerce in violation of Fla. Stat. §501.201, et. seq., Florida Unfair Deceptive Trade Practices Act.

107. GTE knew or should have known that its conduct was unfair and deceptive or otherwise prohibited by §501.201, et. seq., Florida Unfair Deceptive Trade Practices Act.

108. As a direct and proximate result of the unfair and deceptive trade practices of GTE, Plaintiffs and class members have been damaged in an amount equal to actual damages, attorneys' fees and costs, plus prejudgment interest.

WHEREFORE, Plaintiffs and class members pray that the conduct of GTE in Count X be adjudged as violative of Florida's Unfair and Deceptive Trade Practices Act, that Plaintiffs and class members were harmed as a direct and proximate result of such violation, and that the Court enter judgment for the Plaintiffs and class members for damages in an amount equal to actual damages,

attorneys' fees and costs, plus prejudgment interest.

COUNT XI
VIOLATION OF FLORIDA CIVIL REMEDIES FOR CRIMINAL PRACTICES ACT
(Using Proceeds of Criminal Activity in Violation of Florida Statute 772.103(1) (1994))

109. Plaintiffs and class members reallege and reincorporate paragraphs 1 through 26 as stated above.

110. This is an action for damages which exceed \$50,000.00.

111. GTE's conduct constitutes a "pattern of criminal activity" as defined by Florida Statute §772.102(4) in that it has engaged in incidents of "criminal activity", to wit: the violations of Florida's misleading advertising laws, Fla. Stat. §817.06, 817.40 and 817.41. These incidents of criminal activity have the same or similar intents, results, accomplices, victims, methods of commission or are otherwise interrelated by distinguishing characteristics and are not isolated incidents, the last of which has occurred within 5 years after a prior incident of "criminal activity". Such conduct constitutes, or poses the threat of, continued criminal activity by GTE.

112. As a result of its wrongful conduct, GTE has benefited and continues to benefit from its pattern of criminal activity.

113. For purposes of this Count, the "enterprise" is GTE MOBILNET SERVICES CORPORATION and any and all other subsidiaries and affiliates of GTE MOBILNET SERVICES CORPORATION (GTE).

114. GTE knowingly, intentionally, or unlawfully, published, disseminated, circulated or placed before the public or a portion thereof, its customers in the state of Florida, including Plaintiffs and class members, deceptive or misleading representations, or statements or misleading advertising, or statements which were known, or through the exercise of reasonable care or investigation could

or might have been ascertained to be, untrue or misleading, concerning GTE's "next minute" charges for airtime with careless and wanton disregard as to whether or not such airtime was actually used by Plaintiffs and class members.

115. GTE so acted with the intent or purpose to sell or increase the consumption or use of or to induce its customers to pay excessive charges for airtime whether or not such airtime was actually used by Plaintiffs and Class members in violation of Fla. Stat. §817.06, 817.40, and 817.41, Florida's misleading advertising laws.

116. GTE, with criminal intent, received proceeds derived, directly or indirectly, from the pattern of "criminal activity" described above, and used or invested, directly or indirectly, parts of these proceeds, or the proceeds derived from the investment or use thereof, in the establishment or operation of the "enterprise" described above as GTE in violation of Fla. Stat. §772.103(1).

117. Plaintiffs and class members have been injured by reason of GTE's violation of Fla. Stat. §772.103(1) in an amount to be proven at trial, and are entitled to three-fold damages sustained by each, or \$200 each, whichever is greater, attorneys' fees, costs, plus prejudgment interest.

WHEREFORE, Plaintiffs and class members pray that the conduct of GTE as set forth in Count XI be adjudged as violative of Florida Civil Remedies for Criminal Practices Act, that Plaintiffs and class members were harmed as a direct and proximate result of such violations, and that the Court enter judgment for Plaintiffs and class members for threefold damages sustained by each, or Two Hundred Dollars (\$200.00) each, whichever is greater, attorneys' fees under §772.104, costs, plus prejudgment interest.

COUNT XII
VIOLATION OF FLORIDA CIVIL REMEDIES FOR CRIMINAL PRACTICES ACT
(Acquiring or maintaining an interest in or control of an enterprise in violation of Fla. Stat. §772.103(2))

118. Plaintiffs and class members reallege and reincorporate paragraphs 1 through 26 as stated above.

119. This is an action for damages which exceed \$50,000.00.

120. For purposes of this Count, the "enterprise" is GTE MOBILNET SERVICES CORPORATION and any and all other subsidiaries and affiliates of GTE MOBILNET SERVICES CORPORATION (GTE).

121. GTE, through the pattern of criminal activity described above, acquired or maintained, directly or indirectly, an interest in or control of the enterprise described as GTE in violation of Fla. Stat. §772.103(2).

122. Plaintiffs and class members have been injured by reason of GTE's violation of Fla. Stat. §772.103(2) in an amount to be proven at trial, and are entitled to three-fold the damages sustained by each, or \$200 each, whichever is greater, attorneys fees, costs, plus prejudgment interest.

WHEREFORE, Plaintiffs and class members pray that the conduct of GTE as set forth in Count XII be adjudged as violative of Florida Civil Remedies for Criminal Practices Act, that Plaintiffs and class members were harmed as a direct and proximate result of such violations, and that the Court enter judgment for Plaintiffs and class members for threefold damages sustained by each, or Two Hundred Dollars (\$200.00) each, whichever is greater, attorneys' fees under §772.104, costs, plus prejudgment interest.

COUNT XIII
VIOLATION OF FLORIDA STATUTE PROHIBITING MISLEADING SOLICITATION
OF PAYMENTS OF MONEY WITHOUT REQUIRED STATUTORY WARNING
(Fla. Stat. §817.061)

123. Plaintiffs and class members reallege and reincorporate paragraphs 1 through 26 as stated above.

124. This is an action for damages which exceed \$50,000.00.

125. By its statements or invoices soliciting the payment of money, GTE has solicited the payment of money from Plaintiffs and class members by means of statements or invoices for services not yet performed and not yet ordered without the required statutory warning appearing on the face of the statements or invoices, in violation of Fla Stat. §817.061.

126. Plaintiffs and class members have been damaged by GTE's noncompliance with Fla. Stat. §817.061 and are entitled to damages in an amount equal to three times the sum solicited, plus prejudgment interest.

WHEREFORE, Plaintiffs and class members pray that the conduct of GTE as set forth in Count XIII be adjudged violative of Fla. Stat. §817.061 prohibiting misleading solicitation of payments of money without the required statutory warning, that Plaintiffs and class members were harmed as a direct and proximate result of such violation, and that Court enter judgment for Plaintiffs and class members for damages in an amount equal to three times the sum solicited for "next minute" airtime not used, plus prejudgment interest.

COUNT XIV
BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING

127. The Plaintiffs and class members reallege and incorporate herein paragraphs 1 through 26 above, as if recited in full.

128. This is an action for damages that exceed \$50,000.00.

129. GTE has a duty of good faith and fair dealing which is implied under Florida law and the laws of various states in each of its contracts with Plaintiffs and Class members for cellular telephone service.

130. GTE breached its duty of good faith and fair dealing by, *inter alla*, the following course of conduct:

a. Using its monthly bills for cellular telephone service as a vehicle to include charges for airtime which are excessive and which are collected in wanton disregard as to whether such airtime has actually been used by Plaintiffs and class members;

b. Failing to include essential terms and conditions of its "next minute" billing practices in its contracts and monthly billing statements and by collecting said charges;

c. Mailing to Plaintiffs and class members monthly billing statements containing untrue, deceptive and misleading representations or statements or constituting misleading advertising in violation of Fla. Stat. §§817.06, 817.40, and 817.41, and purporting to base enforceable "contracts" thereon; and

d. Soliciting the payment of money from Plaintiffs and class members by means of statements or invoices for services not yet performed and not yet ordered, without the required statutory warning contained in Fla. Stat. §817.061.

131. Because of the deceptive nature of the "next minute" charges for airtime on Plaintiffs' and class members' monthly cellular telephone bills, discovery of these excessive "next minute" charges was not reasonably possible.

132. GTE has concealed the nature of these charges from Plaintiffs and class members, and, further, GTE has uniformly threatened to terminate all cellular phone service if its bill was not paid in full.

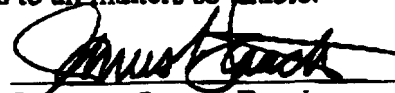
133. Based on the foregoing, Plaintiffs and class members are entitled to a ruling that GTE breached its duty of good faith and fair dealing implied in their contracts for cellular telephone service.

134. As a result of GTE's breach, Plaintiffs and class members have been damaged in an amount equal to all charges for "next minute" airtime not actually used by Plaintiffs and class members collected from them by GTE, plus prejudgment interest.

WHEREFORE, Plaintiffs and class members pray that GTE's conduct set forth in Count XIV be adjudged a breach of GTE's duty of good faith and fair dealing implied in its contracts with Plaintiffs and class members for cellular telephone service, and Plaintiffs and class members recover all amounts paid by each of them for "next minute" airtime not used to the date judgment is entered and that judgment be entered against GTE for the amount so determined, plus prejudgment interest for costs of this action and for such other and further relief as the Court may deem just in the premises.

DEMAND FOR JURY TRIAL

Plaintiffs herewith demands a trial by jury as to all matters so triable.



James A. Staack, Esquire
Staack and Klemm, P.A.
121 North Osceola Ave., 2nd Floor
Clearwater, FL 34615
(813) 441-2635
Fla. Bar No. 296937

GTE MOBILNET CUSTOMER CARE
600 N. WESTSHORE BLVD., SUITE 204
TAMPA, FL 33609



Pager Account #
MARCH 28, 1996

(813) 897-2394

FOR INQUIRIES ABOUT YOUR ACCOUNT, CALL
1-800-877-5665 OR WRITE US AT THE ABOVE ADDRESS.

PERRY KRANIAS
P.O. BOX 8
OLDSMAR FL 34677-0001



ACCOUNT SUMMARY

Previous Ending Balance
Payments Received - Thank you
Monthly Recurring Charges

\$54.50
\$(54.50)
\$13.90

**Airtime
Charges:**

Peak	0.00	Minutes
Off-Peak	0.00	Minutes
Night/Other	0.00	Minutes
Total Airtime Charges		

\$0.00

Taxes:

Federal	\$0.00
State	1.00
County	0.14
City	0.00
Misc	0.34
Total of Taxes	

\$1.48

Total Current Charges

\$15.38

TOTAL AMOUNT DUE BY 04/15

\$15.38

IF PAYMENT RECEIVED AFTER 04/24

\$15.61

- DETACH HERE AND RETURN THE PORTION BELOW FOR TIMELY PAYMENT PROCESSING -

GTE MOBILNET CUSTOMER CARE
600 N. WESTSHORE BLVD., SUITE 204
TAMPA, FL 33609

PAGER ACCOUNT NUMBER (813) 897-2394
MARKET NUMBER: 004



PERRY KRANIAS
P.O. BOX 8
OLDSMAR FL 34677-0001

AMOUNT PAID \$ _____
AMOUNT DUE \$15.38

PLEASE INCLUDE YOUR PAGER ACCOUNT
NUMBER(S) ON YOUR CHECK

PLEASE CHECK HERE IN BLUE OR BLACK INK FOR CHANGE OF ADDRESS/CONTACT NUMBER.
(SEE REVERSE SIDE).



MAIL PAYMENT TO:

MAKE CHECK PAYABLE TO: GTE MOBILNET

P.O. BOX 630025
DALLAS, TX 75263-0025



EXHIBIT A

EXPLANATION OF CALL TYPES

A	= Airtime	CW	= Call Waiting
D	= Daily Roaming Access Charge	3W	= Three-way Calling
DA	= Directory Assistance	BT	= Busy Transfer Call
LD	= Long Distance	NAT	= No Answer Transfer Call
CF	= Call Forwarding	FMR	= Follow Me Roaming

ANSWERS TO FREQUENTLY ASKED BILLING QUESTIONS

Q. Why was my access charge higher on my first bill than subsequent bills?

A. The monthly access charge is always billed one month in advance. Your first bill included a prorated monthly access charge (measured from the service activation date to your billing cut-off date), plus the full amount for the next month.

Q. How will I recognize an incoming phone call on my bill?

A. Incoming calls to your cellular phone will be indicated in the "City Called" column on the airtime detail pages (available only with detailed billing) by either your own cellular phone number or the word "Incoming." The number of the party placing the call will not be listed on the bill.

Q. What if the rate period changes during a call?

A. When a cellular call spans two different rate periods (peak and off-peak, for instance), each portion of the call is billed at its respective rate.

Q. Why are codes such as "CW" and "CF" given after some of the phone calls listed on my bill?

A. The codes indicate the type of call made to that number. An explanation of these codes and call types appear at the top of this page. If a Custom Calling Feature was used during the call, that code will be listed. For example, "CW" indicates Call Waiting, "CF" stands for Call Forwarding, and so on.

For more information about our Custom Calling Features, contact one of our customer service representatives. The number for customer service appears on the summary page of your bill.

*** Please check the box on the front of this page.

Change of Address

Name _____

Address _____

City _____ State _____ Zip Code _____

Home Phone _____ Business Phone _____

Note: If you wish to change the name on your account, please contact our customer service office.



Pager Account # (813) 897-2394

Page # 01

LESS PAYMENT ACTIVITY

Date Payment Received	Payment Description	Payment Amount
03/06	PAYMENT APPLIED	\$(54.50)
Total of Payments Received - Thank you		\$(54.50)

MONTHLY RECURRING CHARGES FOR PAGER PHONE NUMBER (813) 897-2394

Monthly Access Charges from 02/28 through 03/27	\$13.90
Feature Charges for 02/28 through 03/27	\$0.00
Total Charges for Features	
Taxes on Recurring Charges:	
Federal	\$0.00
State	1.00
County	0.14
City	0.00
Misc	0.34
Total of Taxes	\$1.48
Total Monthly Recurring Charges	\$15.38

MESSAGES FROM GTE MOBILNET FOR PAGER PHONE NUMBER (813) 897-2394

GTE MOBILNET GEARS UP TO PROTECT ITS CUSTOMERS

AS THE NUMBER OF CELLULAR SUBSCRIBERS INCREASES, SO DOES THE THREAT OF CELLULAR FRAUD. NO NEED TO WORRY THOUGH, GTE MOBILNET IS PREPARED TO PROTECT ITS CUSTOMERS FROM THIS NEW TYPE OF CRIME.

CELLULAR FRAUD OCCURS WHEN SOMEONE CLONES (DUPLICATES) A VALID CUSTOMER'S UNIQUE MOBILE ID AND ELECTRONIC SERIAL NUMBER. THE "CELLULAR PIRATE" IS THEN ABLE TO PROGRAM HIS OR HER PHONE WITH THE STOLEN NUMBER AND MAKE UNLIMITED CALLS, WHICH APPEAR ON THE LEGITIMATE CUSTOMER'S BILL. TO PROTECT YOU AGAINST THIS ILLEGAL CLONING, GTE MOBILNET HAS IMPLEMENTED A STATE-OF-THE-ART FRAUD CONTROL SYSTEM CALLED FRAUDFORCE.

MARKETS SUCH AS MIAMI, ATLANTA AND NEW YORK HAVE BEEN PLAGUED BY FRAUDULENT ACTIVITY. NOW, WITH FRAUDFORCE, CUSTOMERS ROAMING IN THESE MARKETS WILL BE PROMPTED TO ENTER A PIN (PERSONAL IDENTIFICATION NUMBER) SIMILAR TO THE ONES USED FOR TELLER MACHINES. IF A PIN HAS NOT BEEN ESTABLISHED YET, CUSTOMERS WILL BE AUTOMATICALLY FORWARDED TO A GTE MOBILNET REPRESENTATIVE FOR EASY SET UP INSTRUCTIONS. BEST OF ALL, FRAUDFORCE IS A COMPLETELY FREE SERVICE FROM GTE MOBILNET INTENDED TO SAFEGUARD YOU FROM BECOMING A FRAUD VICTIM.

THANKS FOR YOUR SUPPORT. WE BELIEVE EVERYONE BENEFITS FROM REDUCING THIS \$600 MILLION A YEAR INDUSTRY PROBLEM. IF YOU HAVE ANY QUESTIONS, PLEASE CALL CUSTOMER CARE 24 HOURS A DAY, SEVEN DAYS A WEEK AT 1-800-877-5665 OR *611 FREE FROM YOUR CELLULAR PHONE.

(352) AREA CODE SPLIT

THE STATE OF FLORIDA WENT THROUGH MANY AREA CODE CHANGES LAST YEAR. RECENTLY, (904) SPLIT TO (352), WHICH AFFECTED CITRUS, HERNANDO AND NORTHEASTERN PASCO COUNTY. THE OTHER AFFECTED COUNTIES OUTSIDE OF GTE MOBILNET'S 17-COUNTY COVERAGE INCLUDE LAKE, LEVY, MARION AND SUMTER. THE RESULT OF THIS SPLIT IS THAT CUSTOMERS KEEP THEIR



Pager Account # (813) 897-2394

Page # 02

MESSAGES FROM GTE MOBILNET (CONT'D.)
ESTABLISHED CELLULAR NUMBER, BUT WILL NEED TO HAVE THEIR PHONES
REPROGRAMMED WITH THE NEW (352) AREA CODE.

AS IN THE PAST, WE INTEND ON TAKING CARE OF OUR CUSTOMERS. TO MAKE
THE PROCESS EASY, CUSTOMERS HAVE TWO REPROGRAMMING OPTIONS. THE
FIRST OPTION IS TO CALL INTO OUR EXPERT TECHNICIANS AND REPROGRAM
YOUR CELLULAR PHONE WITH THEIR ASSISTANCE. SIMPLY HAVE YOUR CELLULAR
PHONE HANDY AND CALL 1-800-786-8722 BETWEEN 9 A.M. AND 7 P.M. MONDAY
THROUGH SUNDAY. ONE OF OUR FRIENDLY TECHNICIANS MAY BE ABLE TO HELP
YOU REPROGRAM YOUR PHONE RIGHT AWAY. SOME PHONES, HOWEVER, CANNOT
BE REPROGRAMMED OVER THE PHONE. THEN, UTILIZE OUR SECOND OPTION
WHICH IS TO VISIT ONE OF OUR MANY STORE LOCATIONS. FOR THE LOCATION
NEAREST YOU SIMPLY DIAL *352 FREE FROM YOUR CELLULAR PHONE.

THANK YOU FOR MAKING THE (352) SWITCH!

EXHIBIT A

GTE MobilnetMore Than Cellular Phones,
Cellular Service™

186485

CUSTOMER SERVICE AGREEMENT

Date: 10-31-95 Exchange Required: Clearwire (3) **ADDENDUM:**

Agent ID: ED441546 Cellular #: 813-580-4013 (4) ☐ Change Rate Plan OLD RATE PLAN

☐ Pre Approval ☒ New ☐ Change Service Order Processing Fee \$25

Sales Person: Doug Pae Add On Delete

Ph#: 813-555-0022 ESN (Primary) D531421E Change Billing Address

ESN (Secondary) Transfer of Service

Customer Existing: # Number Change

Summary #: 999-004- Out / Reason

☐ New ☐ Existing: EQUIPMENT UPGRADE:

Agreement #: YMY387 Airtime Credit: \$

MSD:

Old ESN:

New ESN:

Last 3 mo. Bill: Month

1) \$

2) \$

3) \$

MAILING ADDRESS

ADDRESS

CITY STATE ZIP

Customer Signature (Authorization To Change Account) Date

INDIVIDUAL APPLICANT

COMPLETE FOR ☐ Individual Subscriber ☐ General Partner

(Check one box) ☐ Owner or Sole Proprietorship

Subscriber Name Doreen KERNIAS

Residential Address (must use street address)

Street 2500 WINDING CR BLVD 1304

City CLEARWATER State FL Zip 34621

Home Phone 813-726-7391

Fax Number

Social Security # 590-40-8216

Date of Birth 04-12-71

Driver's License # K6526771132

(COPY ATTACHED)

State FL Expiration Date 4 12 97

Employer Name WALKER FORD

Position USED CAR SALES Date of employment

Business Phone #

Former Home Address (if less than 2 years)

Street

City State Zip

BUSINESS APPLICANT

COMPLETE FOR ☐ Corporation ☐ Sole Proprietorship

(Check one box) ☐ Government (P.O.#)

Business Name

User Name

Business Phone #

Alternate Phone #

Business Address (must use street address)

Bldg./Suite

Street

City State Zip

State Incorporated Year Dun & Bradstreet #

Tax Exemption # (must provide copy of certificate)

Federal # State #

Banking Reference:

NAME OR LOCATION BANK OFFICER NAME

SERVICE ACTIVATION

☒ Contract — 1 Year Agreement ☐ Non-Contract INITIAL

☒ One-Time Activation Fee \$35.00 Per Number ☐

SERVICE PLAN

Check One: ☐ NORTH ☐ SOUTH

Rate Plan Name Multi Use

Access \$15 Per Month Peak \$25 Per Minute

Minutes Included Per Month Off-Peak \$20 Per Minute

ENHANCED SERVICES

☐ Mobile Secretary ☐ BASIC Per Number \$ Per Mo.

☐ ENHANCED Per Number \$ Per Mo.

Pager Company

Pager #/PIN

CALLING FEATURES

☐ Weekend Calling \$ Per Mo. ☐ Call Forwarding \$ Per Mo.

☐ Deluxe Service Pkg. \$ Per Mo. ☐ Conference Calling \$ Per Mo.

☐ Call Waiting \$ Per Mo. ☐ No Answer Transfer \$ Per Mo.

☐ Call Restrictions ☐ In ☐ Out ☐ Toll ☐ The 1-Plan \$ Per Mo.

DETAILED BILLING ☒ Yes ☐ No

☐ Individual Billing: \$3.95 Per Number Per Month

☐

☐ Mr. Rescue \$ Per Month **PHONE TYPE:**

☒ Equipment Insurance ☐ Mobile

☐ Cellular Assurance Plus \$ Per Month ☐ Transportable

☐ Accessories Coverage \$ Per Month ☐ Portable

TERM COMMITMENT PLAN

I understand I may not change my rate plan to one with a lower monthly access charge for 90 days. ☒ PK Initials

I elect to subscribe to the GTE contract rate option. I acknowledge that I have read, understand and accept the terms and conditions on the reverse side of this Agreement, including but not limited to the \$200.00 early termination liability. ☒ PK Initials

BILLING VERIFICATION: (For Business Applicants and when an agreement number is required)

Business Contact Name

Authorization Verified ☐ YES Agent Initials

HOME # _____ ACCOUNT # _____
 Trade References: 3 required (minimum 1 yr. \$500 credit or more)
 Name _____ Account # _____ Phone # _____
 1. _____ () _____
 2. _____ () _____
 3. _____ () _____

SERVICE AGREEMENT SIGNATURE

Subscriber: By signature, Subscriber confirms the truth and correctness of the above information and that he Subscriber has agreed to purchase Service on the Rate Plan specified above. Subscriber acknowledges having read, and agrees to all terms and conditions on the reverse side of this Customer Service Agreement. Subscriber further authorizes consumer reporting agencies to furnish GTE Mobilnet with a credit report or history.

Signature *Henry Williams*

Date 10-31-95

Corporate or Partnership Subscriber

Any person signing on behalf of a corporation or partnership warrants that he or she has authority to do so.

Print User Name _____

By: _____ Date _____
 SIGNATURE OF AUTHORIZED PERSON

Print Name of Authorized Person _____

Print Title _____

16 The undersigned ("Subscriber") hereby requests and authorizes GTE Mobilnet to cancel Service to the above named Subscriber with the number written above ("Number"), which is presently assigned to Transferor. Transferor acknowledges and agrees that GTE Mobilnet reserves the right, for any reason, to refuse to accept the above named Subscriber as a subscriber to Service and to refuse to extend service to such Subscriber. Transferor acknowledges that he or she is, and will remain, liable to GTE Mobilnet for all debts and charges incurred whether billed or not, under the Number up to the date GTE Mobilnet accepts the above named Subscriber for Services under the Number.

Transferor _____ Date _____
 PARTY NAMED ON CELLULAR # _____

19 ID AFFIDAVIT. The information provided on this agreement matches the name, address, SSN #, date of birth, and signature on the applicant's picture ID. Customer's ID for rate plan eligibility has been verified.

Sales Person Signature *Douglas Lee*

Print 130116 1522 Date 10-31-95

Agent Name TECHNICAL Agent Phone 813-855-0022

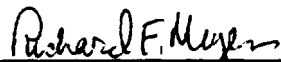
20 Trans. # _____ Credit Class _____ 1 _____

Deposit Required _____ Deposit Paid _____ 1 _____

Completed by _____ Date _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Response to Comments, with the attached First Amended Complaint, was furnished to Yanic Thomas, Policy and Rules Branch, Commercial Wireless Division, Wireless Telecommunications Bureau, Seventh Floor, 2100 M Street NW Washington, DC 20554, this 22 day of January, 1998.



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